

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

JAMES A SIGOVICH

NO. 23-10468 MDC

CHAPTER 13

HEARING: May 23, 2023

MOTION OF FORD MOTOR CREDIT COMPANY, LLC FOR RELIEF FROM THE
AUTOMATIC STAY, BANKRUPTCY CODE § 362a
REGARDING A 2019 FORD F-150 MOTOR VEHICLE

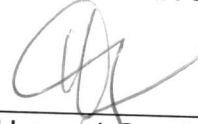
1. Movant is Ford Motor Credit Company, LLC ("Ford Credit") with offices at the National Bankruptcy Service Center in Colorado Spring, Colorado.
2. Respondents are Debtor, James A Sigovich, as well as the Chapter 13 Trustee, Kenneth E. West, Esquire.
3. On or about May 16, 2022, Debtor, James A Sigovich, purchased a 2019 Ford F-150 motor vehicle [VIN...23819] pursuant to a Retail Installment Purchase Contract ("Contract") a true and correct copy of which is attached as Exhibit A.
4. Pursuant to the Contract, Ford Credit has a purchase money security interest in the Vehicle as perfected by notation on the (Electronic) Title, a true and correct copy of which is attached as Exhibit B.
5. The Vehicle may be now, to Ford Credit's knowledge, uninsured or improperly insured, not having coverage required by the Lease.
6. Ford Credit has incurred legal expenses in protecting its interests and is seeking adequate protection of its interests which Debtor has failed to provide.
7. The Contract is in default, being due for February 28, 2023, and thereafter. The most recent payment, of \$691.78, was received on February 6, 2023.
8. Regular monthly payments are \$691.78 each. The present default amount is \$1,383.56 plus fees and costs, and accruing monthly payments.
9. The Debtor's Chapter 13 Plan provides for direct payments to Ford Credit; nothing through the Chapter 13 Plan. [Note: The Plan misidentifies the creditor as Lincoln Automotive Finance, the web site through which payment could be made.]

10. The Vehicle is a depreciating asset and unless the matter is immediately resolved Ford Credit will continue to suffer irreparable harm. Debtor has failed to provide Ford Credit with adequate protection of its interests.

11. There is no equity in the Vehicle or the Contract for Debtor or its estate, nor is the same necessary for an effective reorganization. The approximate balance due on the Contract is \$38,691.10 plus fees, costs and interest..

WHEREFORE, Ford Motor Credit Company, LLC prays this Honorable Court to enter an Order granting it relief from the automatic stays of Bankruptcy Code Sections 362 as to the Vehicle, with waiver of FRBP 4001(a) (3), and for such other relief as is just and equitable.

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